

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Management Services

Bulk Item: Yes X No     

Department: Administrative Services/Risk Management

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**AGENDA ITEM WORDING:** Renewal of Contract with Interisk Corporation to provide Risk Management, Employee Benefits and Worker's Compensation consulting services.

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**ITEM BACKGROUND:** Interisk Corporation is the County's "insurance" consultant, who prepare RFP's for all insurance policies and Third Party Administrator contracts for the Workers Compensation, Health/Life Insurance, and Property/Liability/Risk Management Programs.

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**PREVIOUS REVELANT BOCC ACTION:** Accepted Proposal August 15, 2001. This is the second renewal.

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**CONTRACT/AGREEMENT CHANGES:** The renewal dates are 8/15/02-9/30/04.

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:** \$110.00/hour

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \$110.00/hour

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty  OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**     



SHEILA A. BARKER

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** D46

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract # \_\_\_\_\_  
 Contract with: Interisk Corporation Effective Date: 8/15/2002  
 Expiration Date: Three Years  
 Contract Purpose/Description: Risk Management, Employee Benefits, and Workers Compensation Consulting Services, including Insurance/Self-Insurance Programs.  
 Contract Manager: Sheila Barker 4462 Administrative Services  
 (Name) (Ext.) (Department)  
 for BOCC meeting on February 19, 2003 Agenda Deadline: February 5, 2003

## CONTRACT COSTS

Total Dollar Value of Contract: \$110/hour Current Year Portion: \$2,000  
 Budgeted? Yes ☒ No ☐ Account Codes: 501-07501-530-310-  
 Grant: \$ 502-08001-530-310-  
 County Match: \$ 503-08501-530-310-  
 \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A. Barker</u>	<u>2-11-03</u>
Risk Management		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Galt</u>	<u>2/11/03</u>
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A. Barker</u>	<u>2-11-03</u>
County Attorney	<u>2/12/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Heath</u>	<u>2-12-03</u>

Comments: \_\_\_\_\_

EXTENSION OF INSURANCE CONSULTING AGREEMENT

This renewal agreement is made on this \_\_\_\_\_ day of February, 2003, by and between Monroe County, a political subdivision of the State of Florida, the County, and Interisk Corporation, the Consultant.

Whereas, on August 15, 2001, the parties entered into an agreement whereby the Consultant was to provide various insurance related consulting services; and

Whereas, the agreement had an initial one-year term with a provision for two one-year extensions; and

Whereas, the parties desire to extend the agreement for another one-year term;

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1) The parties' August 15, 2001, consulting agreement, a copy of which is attached and incorporated into this extension as Exhibit A, is hereby extended for another two-year term commencing August 15, 2002.

2) In all other respects, the parties' September 9, 1998 consulting agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

WITNESS:

INTERISK CORPORATION

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY  JEANNE A. HUTTON

2/12/02

EXTENSION OF INSURANCE CONSULTING AGREEMENT

This renewal agreement is made on this 17<sup>th</sup> day of January 2001, by and between Monroe County, a political subdivision of the State of Florida, the County, and Interisk Corporation, the Consultant.

Whereas, on September 9, 1998, the parties entered into an agreement whereby the Consultant was to provide various insurance related consulting services; and

Whereas, the agreement had an initial one-year term with a provision for two one-year extensions; and

Whereas, the parties desire to extend the agreement for another one-year term;

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1) The parties' September 9, 1998 consulting agreement, a copy of which is attached and incorporated into this extension as Exhibit A, is hereby extended for another one-year term commencing September 10, 2000.

2) In all other respects, the parties' September 9, 1998 consulting agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written

below:

(SEAL)

ATTEST:  CLERK

By: Isabel C. DeSantis

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: George R. Neugart

Mayor/Chairman

Date: \_\_\_\_\_

WITNESS:

S. S. Wells

INTERISK CORPORATION

By: Clinton Brown

President

Date: March 5, 2001

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: Robert N. Wolfe  
DATE: 3-9-01

## **RISK MANAGEMENT , EMPLOYEE BENEFITS & WORKERS COMPENSATION CONSULTING AGREEMENT**

THIS AGREEMENT made this 15<sup>th</sup> day of Aug., 2001, by and between Interisk Corporation (hereinafter referred to as "CONSULTANT") and the Monroe County Board of County Commissioners (hereinafter referred to as ("County").

WHEREAS, CONSULTANT represents that it is in the business of providing professional consulting services to local governments in the area of risk management, employee benefits and workers compensation.

WHEREAS, CONSULTANT represents that the CONSULTANT officer or representative executing this agreement is authorized to execute same on behalf of CONSULTANT; and

WHEREAS, the County officer or representative executing this agreement is authorized to execute same on behalf of the County;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the COUNTY and the CONSULTANT (sometimes collectively called ("parties")) agree as follows:

### **1. SCOPE OF WORK.**

SCOPE - The scope of services to be provided on an as needed basis by the Consultant may include, but is not limited to , the following:

- \* Analysis of Employee Benefit Programs
- \* Rebidding of Group Medical, Life, Accidental Death & Dismemberment, Vision, Dental, Employee Assistance Plans, Section 125 Plans, Deferred Compensation Plans and other related programs.
- \* Employee Benefit Plan Design Development
- \* Employee Benefit Claim Audits
- \* Evaluation of Deferred Compensation Mechanisms
- \* Analysis of Property and Casualty Exposures
- \* Rebidding of Property and Casualty Insurance programs
- \* Retention Level Analysis
- \* Self-Insured Fund Analysis
- \* Self-Insured Fund Audits
- \* Claim Handling Procedure Manuals
- \* Setting Minimum Insurance Requirements
- \* Evaluating Agent/Broker Capabilities and Effectiveness

- \* Evaluating Risk Management Policies & Procedures
- \* Developing Loss Control, Safety and Insurance Manuals
- \* Assistance in Developing and Coordinating Disaster Plans

Other Risk Management, Employee Benefits and Workers Compensation matters as directed by the County.

1. PAYMENT. In consideration for the CONSULTANT providing said professional services as outlined in the "Scope of Work", the COUNTY shall pay the hourly rate as specified in Attached form "Fee Schedule Attachment A". Attachment A is incorporated and made a part of this agreement. The payments shall be made within thirty (30) days after the CONSULTANT'S submission of monthly detailed invoices indicating number of hours by project and by type of program.

3. LATE DELIVERY OR INABILITY TO PERFORM. In the event that CONSULTANT encounters difficulty in meeting performance requirements, CONSULTANT shall immediately notify the Administrative Services Director, in writing, of said difficulty and the reasons therefore.

4. SEVERABILITY. If any provision of the agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement or the application of such provision other than those as to which it is invalid or unenforceable, shall not be effected thereby; and each provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

5. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

**TO CONSULTANT:**

Director of Administrative Services  
Public Service Building  
5100 College Road,  
Stock Island  
Key West, FL 33040  
(305) 292-4537

Lawton Swan III, President  
Interisk Corporation  
111 N. Westshore Blvd.  
Suite 208  
Tampa, FL 33607  
(813) 287-1040

6. CONSENT TO JURISDICTION. This agreement, it's performance and all disputes arising hereunder, shall be governed by the laws of the State of Florida and both parties agree that the proper venue for any action shall be Monroe County.

7. COMPLIANCE WITH LAW. CONSULTANT shall comply with all federal, state and local laws, ordinances, regulations and rules applicable to the services to be performed by each party under the terms of this agreement. CONSULTANT shall maintain such licensure as is required by F.S. 626 to carry out the services in this agreement.

8. TERMINATION FOR CAUSE OR LACK OF FUNDS NON-WAIVER.

A. In the event that funds from COUNTY cannot be continued at a level of sufficient to allow for the purchases of services specified herein, this agreement may be terminated upon giving written notice of thirty (30) days to CONSULTANT delivered in person or by mail to CONSULTANT.

B. County shall not be obligated to pay for any services provided by CONSULTANT after the effective date of termination.

9. ANTI - DISCRIMINATION. CONSULTANT will not discriminate against any person on the basis of race, creed, color, religion, sex, age, national origin, or any other characteristic which is not job-related in its recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. CONSULTANT agrees to include this paragraph in all contracts it enters into with other persons or entities and to abide by federal and state laws regarding non-discrimination, including but not limited to, Executive Order 11246, Executive Order 11375 and US Department of Labor Regulations.

10. PUBLIC ENTITY CRIME STATEMENT. "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, May not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with any public entity and may not transact any business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. LOBBYING. CONSULTANT warrants that he has not employed, retained or otherwise acted on his behalf any former COUNTY officer subject to the prohibition in Sec. 2 of Ordinance NO. 10-1990 or any COUNTY officer or employee in violation of Sec. 3 of 10-1990, and that no employee or officer of the COUNTY has any interest, financially or otherwise, in CONSULTANT except for such interests, permissible by law and fully disclosed by affidavit attached hereto. For breach or violation of this paragraph, the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the

full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

12. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, CONSULTANT is an independent contractor and not an employee of the COUNTY.

13. NO CONFLICT OF INTEREST. The CONSULTANT assures the COUNTY, that to the best of his knowledge, information and belief, the signing of this agreement does not create conflict of interest and that during the time of this agreement CONSULTANT will not undertake representation of any parties to or before COUNTY seeking to obtain contracts or other benefits from COUNTY.

14. OWNERSHIP OF DOCUMENTS. All documents which are prepared in the performance of this agreement are to be and shall remain, the property of the COUNTY and shall be delivered to the Risk Manager at any time upon request and no later than thirty (30) days after termination of this agreement.

15. INDEMNIFICATION. The CONSULTANT covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Consultant or any of its sub-contractor(s) in any tier, occasioned by the negligence, errors or other wrongful act or omission of the Consultant or its sub-contractors in any tier, their employees or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Consultant is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within this agreement.

16. INSURANCE. CONSULTANT is required to maintain the types and limits of insurance identified in Attachment "B".

17. MODIFICATION. No modification or amendment of this agreement shall become effective until approved in writing by both parties.

## ATTACHMENT A

### FEE SCHEDULE

Consultant's fees are as follows:

#### Professional Consulting:

Class I: Senior Consultants who have professional designations (CPCU, CLU, ARM, AIU, JD, Ph.D., PE, CSP, MAI, FCAS, ChFC, etc.)	\$110 per hour
Class II: Other consultants without designations	\$80 per hour
Class III: Subcontracted Legal Counsel, Actuarial counsel and/or other specialized counsel	Prevailing rates*
Clerical Support	Included
Expenses	Included

\* Subject to prior approval of the County

18. TIME OF PERFORMANCE AND CANCELLATION. The term of this agreement shall begin with the date of its execution by COUNTY and shall terminate in one year. This agreement may be extended for a maximum of two (2) additional years. In the event the COUNTY shall seek to terminate this agreement, the COUNTY shall provide the CONSULTANT with in thirty (30) days notice of its intention to terminate.

19. ASSIGNMENT/SUB-CONTRACT. CONSULTANT shall not assign or sub-contract this agreement, except in writing and with the prior written approval of the COUNTY.

20. PERSONNEL. The following Consultant employees are assigned to provide the services required under this agreement:

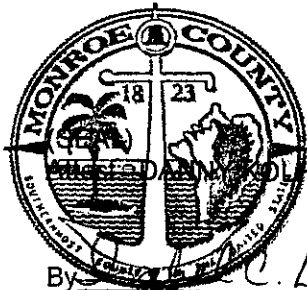
Lawton Swan

Sid Webber

Sharon Jakobi

The Consultant may not substitute any of those named employees without the consent of the County. If one of the named employees leaves the employ of the Consultant, any replacement employee must be approved by the County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.



By DANN COLHAGE, CLERK

By

D. DeSantis  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By

George R. Neugart  
Mayor/Chairman

(SEAL)

Attest:

By

Heather R. James

Interisk Corporation

By

Lawton Swan  
President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY Robert N. Wolfe  
DATE 7-16-01

# CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

**CERTIFICATE HOLDER:**

COUNTY OF MONROE  
MONROE COUNTY RISK MANAGEMENT  
5100 COLLEGE ROAD  
KEY WEST, FL 33040

**INSURED:**

INSURANCE ADVISORY GROUP INC  
AND INTERISK CORPORATION  
1111 N WESTSHORE BLVD  
SUITE 208  
TAMPA, FL 33607

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
<input checked="" type="checkbox"/> Liability and Medical Expense Personal and Advertising Injury	77-BO-585401-0001 NATIONWIDE MUTUAL FIRE INSURANCE CO.	03-20-02	03-20-03	Any One Occurrence..... \$ 1,000,000  Included in Above - Any One Person or Organization ANY ONE PERSON ..... \$ 5,000 Any One Fire or Explosion \$ 100,000  General Aggregate* ..... \$ 2,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
<input type="checkbox"/> Other Liability				

AUTOMOBILE LIABILITY	APPROVED BY RISK MANAGEMENT
<input type="checkbox"/> BUSINESS AUTO	BY <u><i>M. S. Nash</i></u>
<input type="checkbox"/> Owned	DATE <u>10/5/02</u>
<input type="checkbox"/> Hired	WAIVER N/A <input checked="" type="checkbox"/> YES
<input type="checkbox"/> Non-Owned	

EXCESS LIABILITY	LIMITS
<input type="checkbox"/> Umbrella Form	Each Occurrence ..... \$ Prod/Comp Ops/Disease Aggregate* ..... \$

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	STATUTORY LIMITS
<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	77-WC-585401-0002 Nationwide Mutual Insurance Co.	03-20-02	03-20-03	BODILY INJURY/ACCIDENT ... \$ 100,000 Bodily Injury by Disease EACH EMPLOYEE ..... \$ 100,000 Bodily Injury by Disease POLICY LIMIT ..... \$ 500,000

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS  
VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ALSO SHOWN AS  
ADDITIONAL INSURED

Effective Date of Certificate: 03-20-2002  
Date Certificate Issued: 10-08-2002

Authorized Representative: P. STEVE NASH  
Countersigned at: 3347 W. BEARSS AVE.  
TAMPA, FL 33618

*[Signature]*